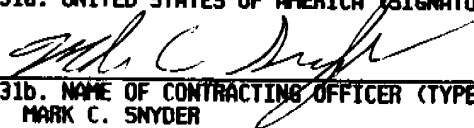


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 25, 24, & 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 28	
2. CONTRACT NO. F4161298ME001		3. AWARD/EFFECTIVE DATE 97 OCT 01		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL				6. TELEPHONE NUMBER		6. SOLICITATION ISSUE DATE	
9. ISSUED BY 820 CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX 76311-2739 BERG, BRENT D. SERVICES 940 676-6888				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 00000% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSI <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 113a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700) 113b. RATING 510	
15. DELIVER TO 82 CES/CEO, STOP 201 [1503] MRK FOR: F73CEO F41612 98ME001 331 MOATES AVENUE SHEPPARD AFB TX 76311-3554				16. ADMINISTERED BY SEE BLOCK 9		12. DISCOUNT TERMS 0.00 % 00 DAYS 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> REP	
17a. CONTRACTOR/OFFEROR CODE 1 00AJN1S FACILITY CODE 940-723-4829 N TX PROFESSIONAL WINDOW CLEANING PO BOX 1781 WICHITA FALLS TX 76307				18a. PAYMENT WILL BE MADE BY DFAS-SA/FPV MRK FOR: F73CEO F41612 98ME001 500 MC CULLOUGH AVE SAN ANTONIO TX 78215-2100			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
SEE ATTACHED SCHEDULE(S) ITEMS: 1							
25. ACCOUNTING AND APPROPRIATION DATA ... 5783400 308 6444 564458 03 53392 660700 W/O A38059 AFO ID 95				26. TOTAL AWARD AMOUNT (for Govt. Use Only) 5700.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 and 52.212-5 ARE ATTACHED, ADDENDA <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 is attached ADDENDA <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE 9700988 <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE/PRINT) MARK C. SNYDER		31c. DATE SIGNED 6 Oct 97	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				35. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (PRINT)		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT (LOCATION)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42c. DATE REC'D YY/MM/DD		40. PAID BY	
				42d. TOTAL CONTAINERS			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER		PAGE 1 OF	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				F73CEO71915200		44	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
						F41612-97-Q0988	
						6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (NO COLLECT CALLS)		8. OFFER DUE DATE/LOCAL TIME	
(940) 676-6888		AIC Brent D. Berg		(940) 676-6888		09/05/97-4:30PM	
9. ISSUED BY		CODE [F41612]		10. THIS ACQUISITION		11. DELIVERY FOR FOB	
				[] UNRESTRICTED		12. DISCOUNT TERMS	
82 CONS/LGCV				[X] SET ASIDE: 100% FOR		BLOCK IS MARKED	
136 K AVENUE SUITE 1				[X] SMALL BUSINESS		[] SEE SCHEDULE	
SHEPPARD AFB TX 76311-2739				[] SMALL BUSINESS DISADV		13a. THIS CONTRACT IS A RATED	
BUYER: AIC Brent Berg/LGCV/9406766888				BUSINESS		ORDER UNDER DPAS (15 CFR 700)	
"OFFERS ARE SOLICITED ONLY FROM OFFERORS				[] 8(A)		13b. RATING	
WHO ARE NEITHER DEBARRED NOR SUSPENDED,				SIC: 7349		DQ - S10	
NOR PROPOSED FOR DEBARMENT OR SUSPENSION"				SIZE STANDARD: \$12 MILLION		14. METHOD OF SOLICITATION	
						[X] RFQ [] IFB [] RFP	
15. DELIVER TO		CODE []		16. ADMINISTERED BY		CODE []	
				SEE BLOCK 9			
17a. CONTRACTOR/ OFFEROR		CODE [] FACILITY []		18a. PAYMENT WILL BE MADE BY		CODE []	
DANA W. McLAUGHLIN				DFAS-SA/FPV			
North Texas Pro. Window CLEANING				500 MCCULLOUGH AVENUE			
P.O. Box 1781 WICHITA FALLS, TEXAS 76307				SAN ANTONIO, TX 78215-2100			
TIN NO: 55-455312816		CAGE CODE: []					
TELEPHONE NO.							
940-723-4029							
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND		18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK					
PUT SUCH ADDRESS IN OFFER (SEE CONTINUATION)		BELOW IS CHECKED		[] SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		SEE 1449 CONTINUATION - BLOCKS 19 - 24					
						475. MONTH 5700. YEAR	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (FOR GOVT USE ONLY)					
SEE CONTINUATION TO SF 1449							
[X] 27a. SOLICITATION INCORPORATES FAR 52.212-1 and 52.212-4 by reference, 52.212-3 AND 52.212-5 (ATTACHED).							
ADDENDA [X] ARE [] ARE NOT ATTACHED.							
[] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.							
ADDENDA [] ARE [] ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN		29. AWARD OF CONTRACT: REFERENCE OFFER					
1 COPIES		[] DATED		YOUR OFFER ON SOLICITATION			
[] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND		(BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES					
DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED		WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO					
ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE		ITEMS:					
TERMS AND CONDITIONS SPECIFIED HEREIN.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
Dana W. McLaughlin							
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER		31c. DATE SIGNED	
(TYPE OR PRINT)				(TYPE OR PRINT)			
DANA W. McLAUGHLIN - OWNER							
32a. QUANTITY IN COLUMN 21 HAS BEEN		33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED	
[] RECEIVED [] INSPECTED [] ACCEPTED AND						CORRECT FOR	
CONFORMS TO THE		[] PARTIAL [] FINAL					
CONTRACT, EXCEPT AS		36. PAYMENT		37. CHECK NUMBER			
NOTED							
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE		[] COMPLETE [] PARTIAL [] FINAL			
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
						40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER		42a. RECEIVED BY (PRINT)					
FOR PAYMENT		42b. RECEIVED AT (LOCATION)					
41b. SIGNATURE AND TITLE OF		41c. DATE					
CERTIFYING OFFICER				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (140-95)
 PRESCRIBED BY GSA - FAR (48 CFR) 53.212

TABLE OF CONTENTS

I. SF 1449 Solicitation/Contract/Order For Commercial Items	1 Page
Table of Contents	1 Page
Continuation from SF 1449	
(1) Continuation for SF 1449; block 17b	1 Page
(2) Section B, Continuation for blocks 19-24, Prices/Costs	2 Pages
II. Applicable Contract Clauses	
(1) FAR 52.212-4 (Full Text) Contract Terms & Conditions	3 Pages
ADDITIONAL CLAUSES	
(2) Addendum 1 to FAR 52.212-4	4 Pages
(3) FAR 52.212-5 Contract Terms & Conditions	3 Pages
III. Contract documents, exhibits and attachments	
(1) Statement of Work	5 Pages
(2) Department of Labor Wage Determination No. 94-2525, Rev.8, 07/01/1995	7 Pages
IV. Solicitation Provision	
(1) FAR 52.212-1 Instructions To Offeror	2 Pages
(2) Addendum to FAR 52.212-1 Proposal Submission Requirements	1 Page
(3) FAR 52.212-2 Evaluation – Commercial Items	1 Page
(4) FAR 52.212-3 Representations and Certifications	6 Pages
(5) Addendum to Representations and Certifications FAR 52.215-19 Period of Acceptance of Offer	1 Page
(6) Evaluation Factors for Award	1 Page
(a) Attachment 1 - SF 3881	2 Pages
(b) Attachment 2 - Disclosure of Lobbying Activities	2 Pages

CONTINUATION FROM SF 1449

(1) CONTINUATION FROM SF 1449 blocks

(a) BLOCK 17b.

Complete if remittance is different than block 17a

(b) BLOCK 18b

Send invoices to address listed below:

Continuation from SF 1449 (para. 19-24)
SUPPLIES OR SERVICES AND PRICES/COSTS

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Services Nonpersonal: Furnish all labor, materials, and transportation necessary to provide glass cleaning at Sheppard AFB from 1 Oct 97 to 30 Sep 98 in accordance with the attached Statement of Work.	1	EA	\$ <u>475. month</u>	\$ <u>5700. year</u>

TOTAL AMOUNT \$ 5700. year

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
10001	Services Nonpersonal: Furnish all labor, materials, and transportation necessary to provide glass cleaning at Sheppard AFB from 1 Oct 98 to 30 Sep 99 in accordance with the attached Statement of Work.	1	EA	\$ <u>480. month</u>	\$ <u>5760. year</u>

TOTAL AMOUNT \$ 5760. year

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
20001	Services Nonpersonal: Furnish all labor, materials, and transportation necessary to provide glass cleaning at Sheppard AFB in from 1 Oct 99 to 30 Sep 00 in accordance with the attached Statement of Work.	1	EA	\$ <u>485. month</u>	\$ <u>5820. year</u>

TOTAL AMOUNT \$ 5820. year

Customer POC: Carol Jones
(940) 676-5673

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
30001	Services Nonpersonal: Furnish all labor, materials, and transportation necessary to provide glass cleaning at Sheppard AFB from 1 Oct 00 to 30 Sep 01 in accordance with the attached Statement of Work.	1	EA	\$ <u>490.⁰⁰ month</u>	\$ <u>5880. year</u>

TOTAL AMOUNT \$ 5880. year

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
40001	Services Nonpersonal: Furnish all labor, materials, and transportation necessary to provide glass cleaning at Sheppard AFB from 01 Oct 01 to 30 Sep 02 in accordance with the attached Statement of Work.	1	EA	\$ <u>495.⁰⁰ month</u>	\$ <u>5940. year</u>

TOTAL AMOUNT \$ 5940. year

II. APPLICABLE CONTRACT CLAUSES

(1) FAR 52.212-4 (FULL TEXT) Contract Terms & Conditions

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1997)
(IAW FAR 12.301(b)(3))

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C 40118, Fly American.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

ADDITIONAL CLAUSES

(2) Addendum 1 to FAR 52.212-4

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)
(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
(IAW FAR 46.301)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

FAR 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)
(IAW FAR 17.208(f))

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)
(IAW FAR 17.208(g))

For the purposes of this clause the blank(s) are completed as follows:

- (a) within 15 days (prior to expiration to the contract period).
- (c) not to exceed 60 months.

FAR 52.219-14. LIMITATIONS ON SUBCONTRACTING (DEC 1996)
(IAW FAR 19.508(e))

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
(IAW FAR 32.705-1(a))

FAR 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER
PAYMENT (AUG 1996)
(IAW FAR 32.1103(a) and (c))

FAR 52.237-1 SITE VISIT (APR 1984)
(IAW FAR 37.110(a))

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION (APR 1984)
(IAW FAR 37.110(b))

FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
(IAW FAR 37.110(c))

FAR 52.246-20 WARRANTY OF SERVICES (APR 1984)
(IAW FAR 46.710(d))

For the purpose of this clause the blank(s) are completed as follow:

(b) The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor with in 60 days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

AFFAR 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
(IAW AFFAR 5323.9002)

AFFAR 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)
(IAW AFFAR 5342.490-1)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [insert any additional requirements to comply with local security procedures] to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

AETCFAR 5352.214-9000 SMOKING IN AETC FACILITIES (JUL 1993)
(IAW AETCFAR 5314.201-2(h))

AETCFAR 5352.236-9000 AVAILABILITY OF UTILITIES SERVICES (JUL 1993)
(IAW AETCFAR 5336.514)

Notwithstanding the provisions of contract clause FAR 52.236-14, Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance will be made available,

at no cost to the contractor from existing systems, outlets, and supplies. All temporary connections, outlets, and distribution lines, as may be required, shall be installed by the contractor at the contractor's own expense.

AETCFAR 5352.237-9000

SITE VISIT
(IAW AETCFAR 5337.110(a))

(JUL 1993)

A site visit will be scheduled at the request of the contractor. Bidders/offerors should be at the 82 Contracting Squadron, 136 K Avenue Suite 1 (bldg 1664) at the specified time and date to view the work site and present pertinent questions. Bidders/offerors should visit the site and take such other steps as may be reasonable necessary to ascertain the nature and location of work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve bidders/offerors from responsibility for estimating properly the difficulty or cost of successfully performing the work. The government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids/request for proposals, the specification., or related documents.

(PLEASE CONTACT A1C Brent Berg at (940)676-6888, if you would like one scheduled.)

AETCFAR 5352.237-9002

UTILITIES CONSERVATION
(IAW AETCFAR 5337.110(e))

(JUL 1993)

The contractor will be required to participate in government energy conservation programs. For the purpose of this contract, utilities such as water, electricity, etc., will be furnished by the Government at no cost to the contractor. Long distance and Defense Switched Network (DSN) telephone services will not be provided.

(3) FAR 52.212-5 Contract Terms & Conditions

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)
(IAW FAR 12.301(b)(4))

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

____ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));

____ (4) 52.219-9, Small, Small Disadvantaged and Women- Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

____ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

X (6) 52.222-26, Equal Opportunity (E.O. 11246).

X (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).

X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

____ (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

____ (11) 52.225-9, Buy American Act--Trade Agreements Act-- Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(12) [Reserved]

____ (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).

____ (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).

____ (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

____ (15)(ii) Alternate I of 52.225-21.

____ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (17) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

Window Cleaner

\$8.71

+29.55%

*agreed to by Kaufman 9/24/97
Buna*

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to

this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

**DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS (FEB1997)
(As prescribed in 212.301(f)(iii))**

[Amended per DFARS Case 96-D333, D.L. 97-009, 7 Feb 97] [and Per DFARS Case 96-D306, and D.L. 97-004 dated 17 Jan 97]

[and Per DFARS Case 96-D021, & D.L. 97-007 dated 17 Jan 97]

(a)The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b)The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

_____ 252.206-7000, Domestic Source Restriction (10 U.S.C. 2304).

_____ 252.219-7001, Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns

(____ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).

_____ 252.219-7002, Notice of Small Disadvantaged Business Set- Aside

(____ Alternate I) (15 U.S.C. 644).

_____ 252.219-7003, Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

_____ 252.219-7005, Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions

(____ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).

_____ 252.219-7006, Notice of Evaluation Preference for Small Disadvantaged Business Concerns

(Alternate I) (15 U.S.C. 644).

 252.225-7001, Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582).

 252.225-7007, Trade Agreements (10 U.S.C. 2501-2582).

 252.225-7012, Preference for Certain Domestic Commodities.

 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

 252.225-7015, Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

["-7017" Removed per D.L. 96-019]

[Per DFARS Case 96-D021, & D.L. 97-007 dated 17 Jan 97]

 252.225-7027, [Restriction on Contingent Fees for Foreign Military Sales (22)U.S.C. 2779).

 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

 252.225-7029, Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

 252.225-7036, North American Free Trade Agreement Implementation Act.

 252.227-7015, Technical Data--Commercial Items (10 U.S.C. 2320).

 252.227-7037, Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

 252.233-7000, [Removed Per DFARS Case 96-D306, and D.L. 97-004 dated 17 Jan 97].

 252.242-7002, Submission of Commercial Freight Bills for Audit (31 U.S.C. 3726).

 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

 252.249-7001, Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

[Amended per DFARS Case 96-D333, D.L. 97-009, 7 Feb 97]

[(c)In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).]

(End of clause)

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

(1) Statement of Work

(2) Department of Labor Wage Determination
No. 94-2525, Rev.8, 07/01/1997

STATEMENT OF WORK
97Q0786
CLEAN GLASS, SHEPPARD AIR FORCE BASE

1. DESCRIPTION OF WORK:

1.1 Work to be done: The work to be performed under this contract and in accordance with these contract documents shall consist of furnishing all necessary plant, labor, materials and performing all work shown and described in the contract documents, all of which are made a part thereof.

1.2 Character of Work and Mechanics: The work shall be executed in the best and most workmanlike manner by qualified, careful, and efficient mechanics skilled in the trade, and in strict accordance with the contract documents and standards of the industry.

1.3 Location: Sheppard Air Force Base is located in Wichita County, approximately five miles north of Wichita Falls, Texas. The project is CLEAN WINDOWS, Sheppard Air Force Base, Texas.

2. SCOPE OF WORK AND PRINCIPAL FEATURES:

2.1 All work shall be accomplished with the building occupied and the work areas occupied, except for the work in the Runway Control Structures (RCS's), which shall be accomplished with the work area unoccupied. Cleaning on a monthly basis shall have at least three weeks between consecutive cleanings. All work shall be coordinated with Maintenance Engineering (676-2349) and the occupants through the Contracting Officer at least three days prior to each work start date.

2.2 The contractor shall clean the exterior and interior sides as specified of all glass windows of all dirt, debris, rime, smudges, paint drips, and other foreign materials. Contractor shall leave all glass at windows clean and free of streaks. Cleaning methods and solutions used shall be industry standard and shall not scratch, discolor or damage the glass or window finish in any way.

2.3 The contractor is totally responsible for protection of government facilities and property. Any damage to government property caused by contractor operations shall be repaired or replaced to match original undamaged condition at no additional cost to the government.

3. WORK HOURS, UTILITY OUTAGES, AND SPECIAL CONDITIONS: Work shall be accomplished during normal duty hours (7:30 AM to 4:30 PM), Monday through Friday, exclusive of Federal holidays, for buildings 400, 2201 and 2322. Work shall be accomplished between 0730 and 1630 hours, weekends for RCS's and building 1095.

4. BASE FIRE REGULATIONS: The contractor shall comply with Base Fire Regulations as set forth in Sheppard Air Force Base Instruction 32-2001.

5. CLEANUP: The contractor shall dispose of all trash, debris, refuse, garbage, etc. which is generated by the contractor during the contract. The disposal shall be outside the limits of government property on a daily basis. Disposal shall be by sanitary landfill or other approved methods and shall conform to all local, state, and federal guidelines, criteria, and regulations. Disposal shall be on a daily basis.

6. ENERGY CONSERVATION: The contractor shall use good judgment in the conservation of Government utilities. Prevailing energy conservation practices shall be adhered to and enforced by the contractor.

7. RESPONSIBILITY: The above 1 through 6 summaries do not in any way limit the responsibility of the contractor to perform all work and furnish all labor required by the contract documents referenced herein.

8. PARKING: Contractor parking shall be at the job site in an area to be designated by the contracting officer or designated representative.

9. SAFETY: The contractor shall comply with all applicable Air Force Occupational Health and Safety Standards and Regulations. Compliance with the American General Contractor's Safety Manual and Occupational Safety and Health Act shall also be a requirement of the contractor for this project.

10. SCOPE OF WORK: The contractor shall clean glass at buildings 195, 400, 1095, 2201, 2322, and six Runway Control Structures on Sheppard AFB Flightline. The work shall include procedures required in this Statement of Work. The work includes:

10.1 Clean interior and exterior glass of Bldg 1095, Control Tower cab, on a monthly basis. Work shall be accomplished during the third weekend of each month.

10.2 Clean exterior and interior surfaces of all glass in the six RCS's on a monthly basis. Work shall be accomplished during the third weekend of each month.

10.2a Unscheduled cleanings of the RCS's, not to total more than four, above and beyond the normal monthly cleanings of these units. Cleanings shall be accomplished within 24 hours after notification.

10.3 Clean exterior glass of Bldg 400 during the months of October, January, April and July.

10.4 Clean exterior and interior surfaces of all glass in Bldg 2201 during the months of October and April.

10.5 Clean exterior and interior glass windows and doors of East side of Bldg 2322 (approximately 3,216 square feet as indicated on Page 4 of this Statement of Work) during the months of November, February, May and August.

10.6 Clean exterior and interior glass windows of West side of Bldg 2322 (approximately 1,118 square feet as indicated on Page 4 of this Statement of Work) during the months of November and May.

10.7 Clean interior and exterior glass of Bldg 195, Child Development Center during the months of November, March and July.

10.8 Clean exterior and interior glass windows of Main Entrance (Southeast side) of Bldg 2320 during the months of November, February, May and August.

10.9 Clean exterior and interior glass windows of facilities to be identified on a one-time basis as required. Any additional cleanings will be covered in line item X002, Over and Above.

11. ENVIRONMENTAL REQUIREMENTS:

11.1 Compliance with Laws: The contractor shall comply and ensure all subcontractors comply with all applicable federal, state, and local laws, regulations, ordinances and standards related to environmental matters. The contractor shall also comply and ensure all subcontractors comply with all specific instructions or directions given to the contractor by Sheppard AFB regarding environmental matters.

11.2 Hazardous Waste Encountered by the Contractor: The contractor shall notify the contracting officer upon encountering any material not identified in the contract documents thought to be hazardous that could jeopardize the safety of workers or personnel in the area. The government will be responsible for characterization, transportation, storage and disposal of the waste if necessary.

8. PARKING: Contractor parking shall be at the job site in an area to be designated by the contracting officer or designated representative.

9. SAFETY: The contractor shall comply with all applicable Air Force Occupational Health and Safety Standards and Regulations. Compliance with the American General Contractor's Safety Manual and Occupational Safety and Health Act shall also be a requirement of the contractor for this project.

10. SCOPE OF WORK: The contractor shall clean glass at buildings 195, 400, 1095, 2201, 2322, and six Runway Control Structures on Sheppard AFB Flightline. The work shall include procedures required in this Statement of Work. The work includes:

10.1 Clean interior and exterior glass of Bldg 1095, Control Tower cab, on a monthly basis. Work shall be accomplished during the third weekend of each month.

10.2 Clean exterior and interior surfaces of all glass in the six RCS's on a monthly basis. Work shall be accomplished during the third weekend of each month.

10.2a Unscheduled cleanings of the RCS's, not to total more than four, above and beyond the normal monthly cleanings of these units. Cleanings shall be accomplished within 24 hours after notification.

10.3 Clean exterior glass of Bldg 400 during the months of October, January, April and July.

10.4 Clean exterior and interior surfaces of all glass in Bldg 2201 during the months of October and April.

10.5 Clean exterior and interior glass windows and doors of East side of Bldg 2322 (approximately 3,216 square feet as indicated on Page 4 of this Statement of Work) during the months of November, February, May and August.

10.6 Clean exterior and interior glass windows of West side of Bldg 2322 (approximately 1,118 square feet as indicated on Page 4 of this Statement of Work) during the months of November and May.

10.7 Clean interior and exterior glass of Bldg 195, Child Development Center during the months of November, March and July.

11. ENVIRONMENTAL REQUIREMENTS:

11.1 Compliance with Laws: The contractor shall comply and ensure all subcontractors comply with all applicable federal, state, and local laws, regulations, ordinances and standards related to environmental matters. The contractor shall also comply and ensure all subcontractors comply with all specific instructions or directions given to the contractor by Sheppard AFB regarding environmental matters.

11.2 Hazardous Waste Encountered by the Contractor: The contractor shall notify the contracting officer upon encountering any material not identified in the contract documents thought to be hazardous that could jeopardize the safety of workers or personnel in the area. The government will be responsible for characterization, transportation, storage and disposal of the waste if necessary.

11.5 Nuisance and Polluting Activity Prohibited: Polluting, dumping or discharging of any harmful, nuisance, or regulated materials (such as vehicle maintenance fluids, Solid Waste and Hazardous Substances) into building drains, site drains, streams, waterways, holding ponds or to the ground surface shall not be permitted and the contractor shall be held responsible for any and all damages which may result. Further, the contractor shall conduct its activities in such a fashion which avoids creating any legal

11.5 Nuisance and Polluting Activity Prohibited: Polluting, dumping or discharging of any harmful, nuisance, or regulated materials (such as vehicle maintenance fluids, Solid Waste and Hazardous Substances) into building drains, site drains, streams, waterways, holding ponds or to the ground surface shall not be permitted and the contractor shall be held responsible for any and all damages which may result. Further, the contractor shall conduct its activities in such a fashion which avoids creating any legal nuisance, including but not limited to, suppression of noise and dust, control of erosion, and implementation of other measures as necessary to minimize off-site impacts of work activities.

12. The contractor shall coordinate all work in the airfield area with Base Operations (676-2180), Bldg 1360, prior to any work in the airfield area. The contractor shall obtain a Government furnished hand held radio from Base Operations prior to proceeding in the airfield area to maintain radio contact with the Control Tower during work in the airfield area. The radio shall be returned to Base Operations upon completion of work in the airfield area.

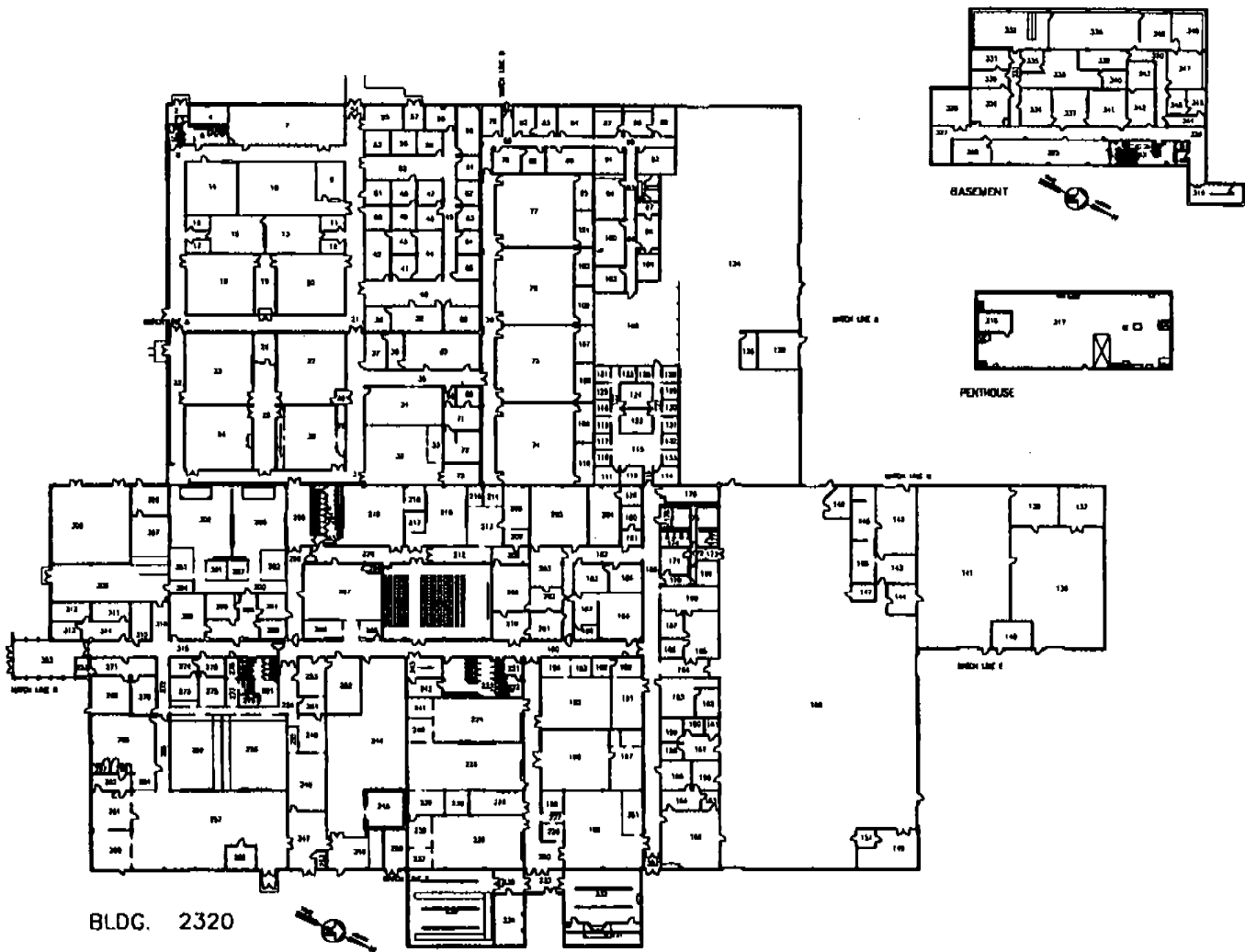
nuisance, including but not limited to, suppression of noise and dust, control of erosion, and implementation of other measures as necessary to minimize off-site impacts of work activities.

12. The contractor shall coordinate all work in the airfield area with Base Operations (676-2180), Bldg 1360, prior to any work in the airfield area. The contractor shall obtain a Government furnished hand held radio from Base Operations prior to proceeding in the airfield area to maintain radio contact with the Control Tower during work in the airfield area. The radio shall be returned to Base Operations upon completion of work in the airfield area.

13. PERFORMANCE PERIOD: The performance period for this contract shall be from 1 October 1997 through 30 September 1998.

see

00000



P00001
REVISED MAR '98

SECTION A
QUARTERLY

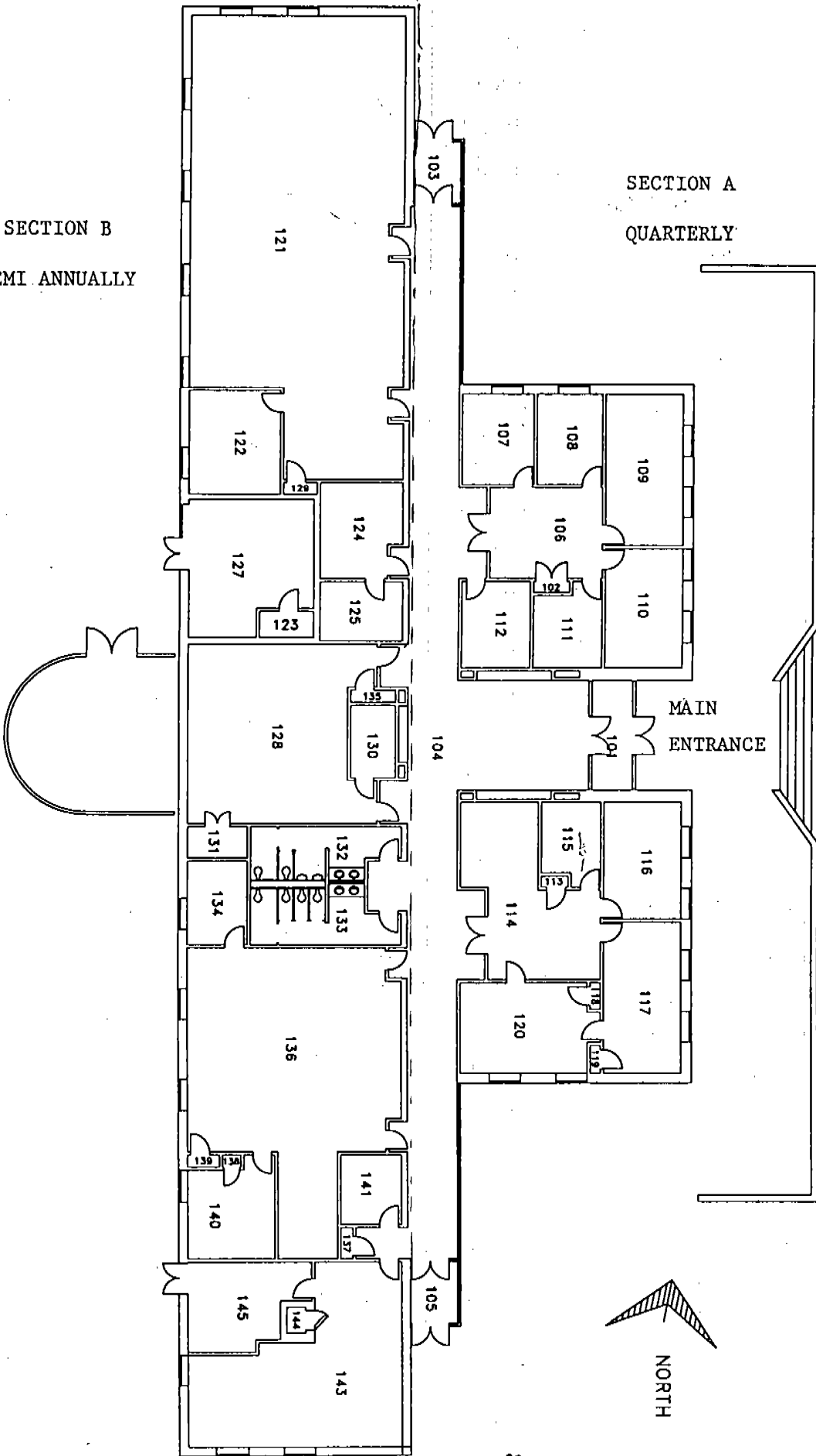
MAIN
ENTRANCE

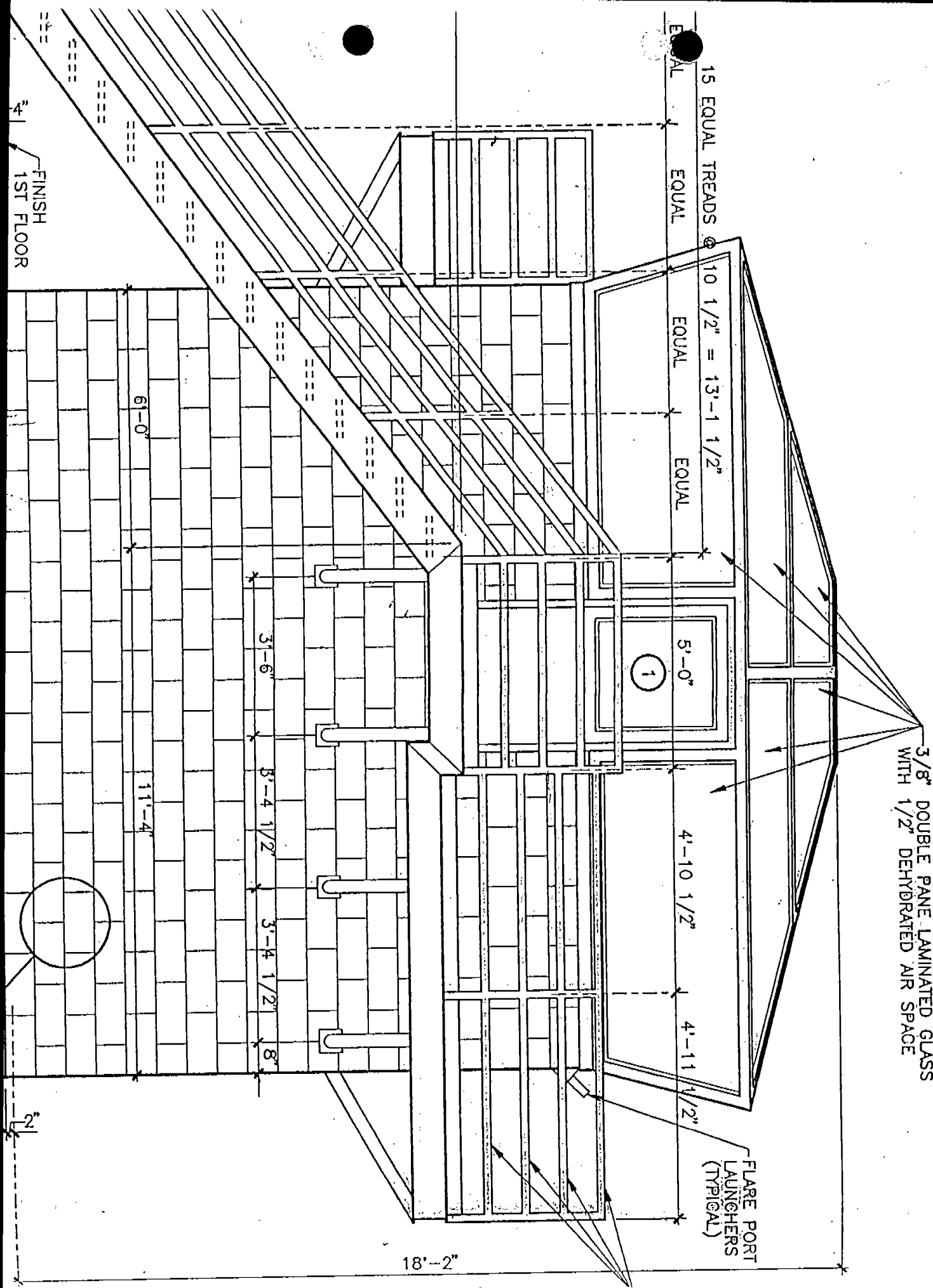
NORTH

30

SECTION B
SEMI ANNUALLY

FIRST FLOOR PLAN BLDG 2322





WAGE DETERMINATION NO.: 94-2525 REV (3) AREA: TX, WICHITA FALLS

FOR USE BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON, D.C. 20210

Wage Determination No.: 94-2525 William W. Gross Division of Director Wage Determinations | Date of Last Revision: 07/01/1997 Revision No.: 8

State(s): Oklahoma, Texas

Area: OKLAHOMA COUNTIES OF COMANCHE, COTTON, GREER, HARMON, JACKSON, JEFFERSON, KIOWA, STEPHENS, TILLMAN.

TEXAS COUNTIES OF ARCHER, BAYLOR, CLAY, WICHITA, WILBARGER.

** Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE MINIMUM HOURLY WAGE

ADMINISTRATIVE SUPPORT AND CLERICAL:

01011 Accounting Clerk I	\$ 7.43
01012 Accounting Clerk II	\$ 8.38
01013 Accounting Clerk III	\$ 9.41
01014 Accounting Clerk IV	\$ 10.53
01030 Court Reporter	\$ 11.24
01050 Dispatcher, Motor Vehicle	\$ 8.99
01060 Document Preparation Clerk	\$ 7.73
01070 Messenger (Courier)	\$ 9.77
01090 Duplicating Machine Operator	\$ 7.73
01110 Film/Tape Librarian	\$ 9.98
01115 General Clerk I	\$ 6.34
01116 General Clerk II	\$ 7.12
01117 General Clerk III	\$ 7.73

01118 General Clerk IV	\$ 8.68
01120 Housing Referral Assistant	\$ 12.57
01131 Key Entry Operator I	\$ 6.32
01132 Key Entry Operator II	\$ 7.55
01191 Order Clerk I	\$ 8.95
01192 Order Clerk II	\$ 9.77
01261 Personnel Assistant (Employment) I	\$ 8.89
01262 Personnel Assistant (Employment) II	\$ 9.98
01263 Personnel Assistant (Employment) III	\$ 11.24
01264 Personnel Assistant (Employment) IV	\$ 12.57
01270 Production Control Clerk	\$ 12.57
01290 Rental Clerk	\$ 9.98
01300 Scheduler, Maintenance	\$ 9.68
01311 Secretary I	\$ 9.98
01312 Secretary II	\$ 11.24
01313 Secretary III	\$ 13.78
01314 Secretary IV	\$ 14.01
01315 Secretary V	\$ 14.82
01320 Service Order Dispatcher	\$ 9.26
01341 Stenographer I	\$ 10.59
01342 Stenographer II	\$ 11.23
01400 Supply Technician	\$ 14.01
01420 Survey Worker(Interviewer)	\$ 11.24

01460 Switchboard Operator-Receptionist	\$ 6.80
01510 Test Examiner	\$ 11.24
01520 Test Proctor	\$ 11.24
01531 Travel Clerk I	\$ 6.59
01532 Travel Clerk II	\$ 7.01
01533 Travel Clerk III	\$ 7.36
01611 Word Processor I	\$ 7.73
01612 Word Processor II	\$ 8.68
01613 Word Processor III	\$ 9.77

AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	\$ 9.43
-------------------------------	---------

03041 Computer Operator I	\$ 8.52
03042 Computer Operator II	\$ 9.53
03043 Computer Operator III	\$ 10.98
03044 Computer Operator IV	\$ 14.39
03045 Computer Operator V	\$ 15.97
03071 Computer Programmer I I/	\$ 11.62
03072 Computer Programmer II I/	\$ 14.11
03073 Computer Programmer III I/	\$ 17.27
03074 Computer Programmer IV I/	\$ 19.00
03101 Computer Systems Analyst I I/	\$ 14.39
03102 Computer Systems Analyst II I/	\$ 17.96
03103 Computer Systems Analyst III I/	\$ 19.38
03160 Peripheral Equipment Operator	\$ 9.43

AUTOMOTIVE SERVICE:

03005 Automobile Body Repairer, Fiberglass	\$ 16.20
03010 Automotive Glass Installer	\$ 14.54
03040 Automotive Worker	\$ 14.54
03070 Electrician, Automotive	\$ 15.35
03100 Mobile Equipment Servicer	\$ 12.90
03130 Motor Equipment Metal Mechanic	\$ 16.20
03160 Motor Equipment Metal Worker	\$ 14.54
03190 Motor Vehicle Mechanic	\$ 16.20
03220 Motor Vehicle Mechanic Helper	\$ 12.05
03250 Motor Vehicle Upholstery Worker	\$ 13.70
03280 Motor Vehicle Wrecker	\$ 14.54
03310 Painter, Automotive	\$ 15.35
03340 Radiator Repair Specialist	\$ 14.54
03370 Tire Repairer	\$ 12.90
03400 Transmission Repair Specialist	\$ 16.20

FOOD PREPARATION AND SERVICE:

07010 Baker	\$ 10.14
07041 Cook I	\$ 9.00
07042 Cook II	\$ 10.14
07070 Dishwasher	\$ 6.72
07100 Food Service Worker	\$ 6.72

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 15.35
09040 Furniture Handler	\$ 11.04
09070 Furniture Refinisher	\$ 15.35
09100 Furniture Refinisher Helper	\$ 12.05
09110 Furniture Repairer, Minor	\$ 13.70
09130 Upholsterer	\$ 15.35

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 6.72
11060 Elevator Operator	\$ 6.72
11090 Gardener	\$ 8.04
11121 Housekeeping Aide I	\$ 6.23
11122 Housekeeping Aide II	\$ 6.87
11150 Janitor	\$ 6.72
11210 Laborer, Grounds Maintenance	\$ 7.29
11240 Maid or Houseman	\$ 6.23
11270 Pest Controller	\$ 9.56
11300 Refuse Collector	\$ 6.72
11330 Tractor Operator	\$ 8.41
11360 Window Cleaner	\$ 7.29

HEALTH:

12020 Dental Assistant	\$ 9.33
12040 Emergency Medical Technician/ Paramedic Ambulance Driver	\$ 9.94
12071 Licensed Practical Nurse I	\$ 7.43
12072 Licensed Practical Nurse II	\$ 8.34
12073 Licensed Practical Nurse III	\$ 9.33
12100 Medical Assistant	\$ 8.34

15090 Presser, Hand	\$ 5.08
15100 Presser, Machine, Dry Cleaning	\$ 5.08
15130 Presser, Machine, Shirts	\$ 5.08
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.08
15190 Sewing Machine Operator	\$ 6.94
15220 Tailor	\$ 7.34
15250 Washer, Machine	\$ 5.56

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 15.35
19040 Tool and Die Maker	\$ 21.47

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 12.90
21020 Material Coordinator	\$ 11.30
21030 Material Expediter	\$ 11.30
21040 Material Handling Laborer	\$ 8.72
21050 Order Filler	\$ 9.41
21071 Forklift Operator	\$ 12.94
21080 Production Line Worker (Food Processing)	\$ 9.94
21100 Shipping/Receiving Clerk	\$ 9.32
21130 Shipping Packer	\$ 9.32
21140 Store Worker I	\$ 7.60
21150 Stock Clerk (Shelf Stocker, Store Worker II)	\$ 9.27
21210 Tools and Parts Attendant	\$ 11.04
21400 Warehouse Specialist	\$ 9.94

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 16.20
23040 Aircraft Mechanic Helper	\$ 12.05
23050 Aircraft Quality Control	\$ 18.16

12130 Medical Laboratory Technician	\$ 8.34
12160 Medical Record Clerk	\$ 8.34
12190 Medical Record Technician	\$ 11.56
12221 Nursing Assistant I	\$ 6.06
12222 Nursing Assistant II	\$ 6.81
12223 Nursing Assistant III	\$ 7.43
12224 Nursing Assistant IV	\$ 8.34
12250 Pharmacy Technician	\$ 10.40
12280 Phlebotomist	\$ 8.34
12311 Registered Nurse I	\$ 11.56
12312 Registered Nurse II	\$ 14.14
12313 Registered Nurse II, Specialist	\$ 14.14
12314 Registered Nurse III	\$ 17.10
12315 Registered Nurse III, Anesthetist	\$ 17.10
12316 Registered Nurse IV	\$ 20.50

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 14.01
13011 Exhibits Specialist I	\$ 12.97
13012 Exhibits Specialist II	\$ 14.49
13013 Exhibits Specialist III	\$ 17.72
13041 Illustrator I	\$ 12.97
13042 Illustrator II	\$ 14.49
13043 Illustrator III	\$ 17.72
13047 Librarian	\$ 14.82
13050 Library Technician	\$ 11.24
13071 Photographer I	\$ 11.77
13072 Photographer II	\$ 13.23
13073 Photographer III	\$ 14.77
13074 Photographer IV	\$ 17.72
13075 Photographer V	\$ 21.45

LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 5.08
15030 Counter Attendant	\$ 5.08
15040 Dry Cleaner	\$ 6.54
15070 Finisher, Flatwork, Machine	\$ 5.08

23060 Aircraft Servicer	\$ 13.70	23931 Telecommunications Mechanic II	\$ 17.01
23070 Aircraft Worker	\$ 14.54	23950 Telephone Lineman	\$ 16.20
23100 Appliance Mechanic	\$ 15.35	23960 Welder, Combination, Maintenance	\$ 16.20
23120 Bicycle Repairer	\$ 12.90	23965 Well Driller	\$ 16.20
23125 Cable Splicer	\$ 16.20	23970 Woodcraft Worker	\$ 16.20
23130 Carpenter, Maintenance	\$ 15.35	23980 Woodworker	\$ 12.90
23140 Carpet Layer	\$ 14.54		
23160 Electrician, Maintenance	\$ 18.68		
23181 Electronics Technician, Maintenance I	\$ 15.54		
23182 Electronics Technician, Maintenance II	\$ 16.36		
23183 Electronics Technician, Maintenance III	\$ 17.34		
23260 Fabric Worker	\$ 13.70		
23290 Fire Alarm System Mechanic	\$ 16.20		
23310 Fire Extinguisher Repairer	\$ 12.90		

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 7.63
24580 Child Care Center Clerk	\$ 9.52
24600 Chore Aide	\$ 6.23
24630 Homemaker	\$ 10.61

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 16.20
25040 Sewage Plant Operator	\$ 15.35
25070 Stationary Engineer	\$ 16.20
25190 Ventilation Equipment Tender	\$ 12.05
25210 Water Treatment Plant Operator	\$ 15.35

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 8.38
27010 Court Security Officer	\$ 11.06
27040 Detention Officer	\$ 11.06
27070 Firefighter	\$ 10.18
27101 Guard I	\$ 6.51
27102 Guard II	\$ 9.13
27130 Police Officer	\$ 12.90

STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:

28010 Blocker and Bracer	\$ 11.99
--------------------------	----------

23340 Fuel Distribution System Mechanic	\$ 16.20
23370 General Maintenance Worker	\$ 14.54
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 16.20
23430 Heavy Equipment Mechanic	\$ 16.20
23440 Heavy Equipment Operator	\$ 15.02
23460 Instrument Mechanic	\$ 16.20
23470 Laborer	\$ 9.50
23500 Locksmith	\$ 15.35
23530 Machinery Maintenance Mechanic	\$ 16.20
23550 Machinist, Maintenance	\$ 16.40
23580 Maintenance Trades Helper	\$ 12.05
23640 Millwright	\$ 16.20
23700 Office Appliance Repairer	\$ 15.35
23740 Painter, Aircraft	\$ 15.35
23760 Painter, Maintenance	\$ 15.35
23790 Pipefitter, Maintenance	\$ 16.20
23800 Plumber, Maintenance	\$ 15.35
23820 Pneumatic Systems Mechanic	\$ 16.20
23850 Rigger	\$ 16.20
23870 Scale Mechanic	\$ 14.54
23890 Sheet-metal Worker, Maintenance	\$ 16.20
23910 Small Engine Mechanic	\$ 14.54

28020 Haich Tender
28030 Line Handler

28040 Stevedore I
28050 Stevedore II

TECHNICAL:

29010 Air Traffic Control
Specialist, Center
29011 Air Traffic Control
Specialist, Station
29012 Air Traffic Control
Specialist, Terminal

29023 Archeological Technician I
29024 Archeological Technician II
29025 Archeological Technician III
29030 Cartographic Technician
29035 Computer Based Training
Specialist/Instructor

29040 Civil Engineering Technician
29061 Drafter I
29062 Drafter II
29063 Drafter III
29064 Drafter IV
29081 Engineering Technician I
29082 Engineering Technician II
29083 Engineering Technician III
29084 Engineering Technician IV
29085 Engineering Technician V
29086 Engineering Technician VI
29090 Environmental Technician
29100 Flight Simulator/Instructor
(Pilot)

29150 Graphic Artist
29160 Instructor
29210 Laboratory Technician
29240 Mathematical Technician
29361 Paralegal/Legal Assistant I
29362 Paralegal/Legal Assistant II
29363 Paralegal/Legal Assistant III
29364 Paralegal/Legal Assistant IV

\$ 11.99
\$ 11.99

\$ 11.30
\$ 12.66

\$ 10.45
\$ 11.69
\$ 14.49
\$ 14.49
\$ 14.39

\$ 14.49
\$ 9.31
\$ 11.54
\$ 12.97
\$ 14.49
\$ 9.31
\$ 11.54
\$ 12.97
\$ 14.49
\$ 17.72
\$ 21.45
\$ 14.39
\$ 17.96

\$ 14.39
\$ 14.39
\$ 11.21
\$ 14.49
\$ 11.24
\$ 14.01
\$ 17.14
\$ 20.72

29390 Photooptics Technician
29480 Technical Writer
29491 Unexploded Ordnance
Technician I
29492 Unexploded Ordnance
Technician II
29493 Unexploded Ordnance
Technician III
29494 Unexploded Safety Escort
29495 Unexploded Sweep Personnel
29620 Weather Observer, Senior 2/
29621 Weather Observer, Combined 2/
Upper Air and Surface Programs
29622 Weather Observer, Upper Air 2/

TRANSPORTATION/MOBILE EQUIPMENT
OPERATION:

31030 Bus Driver
31260 Parking and Lot Attendant
31290 Shuttle Bus Driver
31300 Taxi Driver
31361 Truckdriver, Light Truck
31362 Truckdriver, Medium Truck
31363 Truckdriver, Heavy Truck

36364 Truckdriver, Tractor-Trailer

MISCELLANEOUS:

99020 Animal Caretaker
99030 Cashier
99041 Carnival Equipment Operator
99042 Carnival Equipment Repairer
99043 Carnival Worker
99050 Desk Clerk
99095 Embalmer
99300 Lifeguard
99310 Mortician
99350 Park Attendant (Aide)

\$ 7.84
\$ 6.26
\$ 8.41
\$ 9.00
\$ 6.72
\$ 7.62
\$ 14.14
\$ 6.80
\$ 14.14
\$ 8.57

\$ 10.50
\$ 9.94
\$ 9.94
\$ 9.29
\$ 9.94
\$ 10.50
\$ 11.17

\$ 11.17

99400 Photofinishing Worker (Photo Lab / Dark Room Technician)
 99500 Recreation Specialist
 99510 Recycling Worker
 99610 Sales Clerk
 99620 School Crossing Guard (Cross-walk Attendant)
 99630 Sports Official
 99658 Survey Party Chief
 99659 Surveying Technician
 99660 Surveying Aide
 99690 Swimming Pool Operator
 99720 Vending Machine Attendant
 99730 Vending Machine Repairer
 99740 Vending Machine Repairer Helper

\$ 6.80
 \$ 10.58
 \$ 8.41
 \$ 6.80
 \$ 6.72
 \$ 6.80
 \$ 12.76
 \$ 11.73
 \$ 8.57
 \$ 9.46
 \$ 8.41
 \$ 10.14
 \$ 8.41

•• Fringe Benefits Required For All Occupations Included In This Wage Determination ••

HEALTH & WELFARE: \$1.16 per hour or \$46.40 per week or \$201.07 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/ APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you

work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

•• UNIFORM ALLOWANCE ••

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****
Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1991, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND
WAGE RATE**
(Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service

employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade

equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

IV. SOLICITATION PROVISIONS

(1) FAR 52.212-1 Instructions to Offerors—Commercial Items.

FAR 52.212-1 Instructions to Offerors—Commercial Items (OCT 1995)
 (IAW FAR 12.301(b)(1))

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is \$7,000,000.00.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late offers.* Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(h) *Availability of requirements documents cited in the solicitation.* (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 755-0325/0326).

(2) The DoD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(End of provision)

(2) Addendum 1 to FAR 52.212-1**PROPOSAL SUBMISSION REQUIREMENTS**

A. Purpose. These instructions prescribe the format of the proposal and describe the approach for the development of presentation of proposal data. The instructions are designated to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of the proposal. Offerors are cautioned to follow the detailed instructions fully and carefully as received, without discussion of such offers.

B. The following specific instructions are applicable to the listed sections of the solicitation. Provide the completed documentation in one original proposal and one copy of each type proposal.

(1) Standard Form 1449 Complete the "OFFER" part of the SF 1449. An authorized official of the firm must sign the SF 1449.

(2) Section B, Price information will be entered in Section B, Prices/Costs

(3) Section 52.212-2 Provide all information/documentation specifically requested in this section. Read this section fully and completely.

(4) Section 52.212-3 Complete Offeror Representations and Certifications - Commercial items.

(5) List previous contracts, locations and point of contact for any military, city, state or other commercial contracts.

C. Attachments

1. SF 3881 (Rev 12/90)
2. Disclosure of Lobbying Activities - SF LLL
--FAR 52.203-11 CERTIFICATION AND DISCLOSURE
(IAW FAR 3.108)

(3) FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS

FAR 52.212-2

EVALUATION--COMMERCIAL ITEMS
(As prescribed in 12.301(c))

(OCT 1995)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) *price;*
- (ii) *past performance*

Past performance is *equal to price*.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

(4) FAR 52.212-3 Offeror Representations and Certifications -- Commercial Items.

52.212-3

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL
ITEMS**

(JAN 1997)

(As prescribed in 12.301(b)(2))

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern" means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) *Taxpayer Identification Number (TIN).*

☐ TIN: SS 455312816

☐ TIN has been applied for.

☒ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.

(2) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

- ☐ Other corporate entity;
☒ Not a corporate entity:
☒ Sole proprietorship
☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input checked="" type="checkbox"/> 50 or fewer	<input checked="" type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) *Certifications and representations required to implement provisions of Executive Order 11246--*

(1) *Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--*

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) *Previous Contracts and Compliance. The offeror represents that--*

(i) It ☒ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(3) *Affirmative Action Compliance. The offeror represents that--*

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)* By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)*

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision,

is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.* (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act-- North American Free Trade Agreement Implementation Act-Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program:"

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)

DFARS 252.212.7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL
ITEMS (NOV 1995)
(As prescribed in 212.301(f)(iii))

(a) *Definitions.*

As used in this clause---

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it---

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation clause of this solicitation.

(2) Representation.

The Offeror represents that it---

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

X Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the defense Federal Acquisition regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

(5) Addendum to Representations and Certifications

FAR 52.215-19

PERIOD FOR ACCEPTANCE OF OFFER
(As prescribed in 15.407(f))

(APR 1984)

In compliance with the solicitation, the offer agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated points(s), within the time specified in the schedule.

(End of Provision)